

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

* * *

OnPointe Community Care LV LLC; JWR
Management LLC; and John Rittenour,

Plaintiffs,

v.

Charter Health Holdings, Inc.,

Defendant.

Case No. 2:22-cv-01235-GMN-DJA

Order

Defendant Charter Health Holdings, Inc.'s moves the Court to strike Plaintiffs' jury demand. (ECF No. 25). Defendant explains that Plaintiffs' claims arise out of a purchase agreement between Defendant and Plaintiff OnPointe Community Care LV LLC, which agreement included a waiver of the right to a jury trial. (*Id.*). Plaintiffs OnPointe, JWR Management LLC, and John Rittenour filed a non-opposition. (ECF No. 31).

The federal standard for evaluating jury trial waivers—the “knowing and voluntary” standard—applies in federal court unless the state law is more protective. *See In re County of Orange*, 784 F.3d 520, 531-32 (9th Cir. 2015). Defendant asserts—and Plaintiffs do not dispute—that Delaware law governs the agreement. (ECF No. 25 at 3). And Delaware law is not more protective than federal, having adopted the same “knowing and voluntary” standard. *See (Id.)*; *see In re DaimlerChrysler AG Sec. Litig.*, 2003 WL 22769051, at *2 (D. Del. Nov. 19, 2003). Given Plaintiffs' non-opposition, the Court finds that this standard is met.

IT IS THEREFORE ORDERED that Defendant's motion to strike (ECF No. 25) is **granted**

DATED: October 4, 2022



DANIEL J. ALBREGTS
UNITED STATES MAGISTRATE JUDGE